

1 BILL NO. S-82-11- / /

2 SPECIAL ORDINANCE NO. S- 215-82

3 AN ORDINANCE approving Street Improvement  
4 Resolution No. 5945-82, Street Resurfacing  
5 and Restoring of Pavement, with Wayne  
6 Asphalt and Construction Company, in  
7 connection with the Board of Public Works.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain Contract dated September  
11 8, 1982, between the City of Fort Wayne, Indiana, by and through  
12 its Mayor and the Board of Public Works and Wayne Asphalt and  
13 Construction Company, for:

14 the resurfacing and restoration of pavement  
15 on the following streets: Pontiac Street  
16 and Wayne Trace Elevation; Wayne Trace,  
17 from the east pavement line of Pontiac Street  
18 to the north pavement line of Oxford Street;  
19 Adams Street, from the south curb line on  
20 Pontiac Street to the south pavement line  
21 of McKee Street; McKee Street, from the west  
22 property line of Adams Street to the west  
23 pavement line of Wayne Trace; East Sherwood  
24 Terrace, from the northeast property line of  
25 Glenmary Drive to the west curb line of Wayne  
26 Trace; Wellington Drive, from the south  
27 property line of Village Court to the north-  
28 east property line of Dania Court; Lona Drive,  
from the southeast property line of Charlton  
Court to the southeast property line of  
Norma Court; Barrington Drive, from the south  
curb line of Argyle Drive to the north curb  
line of Lona Drive; Argyle Drive, from the  
southwest property line of Dania Court to the  
southeast property line of East Sherwood  
Terrace; Glenmary Drive, from the southwest  
property line of Charlton Court to the north-  
west property line of East Sherwood Terrace;  
Harrison Street, from the south curb line of  
Rudisill Boulevard to the south property line  
of Lexington Boulevard; Harrison Street, from  
the north property line of South Cornell  
Circle to the south property line of Maple  
Grove Avenue;

29 under Board of Public Works Street Improvement Resolution No.  
30 5945-82, involving a total cost of One Hundred Fifty-Two Thousand  
31 Six Hundred and 84/100 Dollars (\$152,600.84), all as more partic-  
32 ularly set forth in said Resolution and Contract, and which is on


1 Page Two

2  
3 file with the Office of the Board of Public Works and is by  
4 reference incorporated herein, made a part hereof, and is hereby  
5 in all things ratified, confirmed and approved. Two copies of  
6 said Contract are on file with the Office of the City Clerk and  
7 made available for public inspection, according to law.

8 SECTION 2. That this Ordinance shall be in full force  
9 and effect from and after its passage and any and all necessary  
10 approval by the Mayor.

11  
12   
13 Councilmember

14 APPROVED AS TO FORM  
15 AND LEGALITY

16   
17 Bruce O. Boxberger, City Attorney  
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Read the first time in full and on motion by Stier,  
seconded by Eisbart, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 11-9-82

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Stier,  
seconded by Eisbart, and duly adopted, placed on its  
passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-23-82

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-215-82  
on the 23rd day of November, 1982.

ATTEST:

(SEAL)

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 24th day of November, 1982, at the hour of  
11:30 o'clock A. M., E.S.T.

C. W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 24th day of November  
1982, at the hour of 9 o'clock A. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving Street Improvement Resolution No. 5945-82,  
Street Resurfacing and Restoring of Pavement, with Wayne  
Asphalt and Construction Company, in connection with the  
Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

BEN A. EISBART, VICE CHAIRMAN

VICTURE L. SCRUGGS

MARK E. GIAQUINTA

DONALD J. SCHMIDT

John  
Paul  
Victoria L. Scruggs  
Mark E. Giaquinta  
Donald J. Schmidt

DATE 11-23-82

CONCURRED IN

CITY CL

# CONTRACT

72-81-10  
9/8/82

This Agreement, made and entered into this 8 day of Sept, 19 82

by and between ----- WAYNE ASPHALT & CONSTRUCTION COMPANY -----  
----- 6600 ARDMORE AVENUE, FORT WAYNE, INDIANA 46809 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-  
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,  
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory  
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-  
prove by resurfacing and restoring pavement on the following streets: (1) Pontiac St.  
& Wayne Trace Elevation; (2) Wayne Trace; (3) Adams St.; (4) McKee St.; (5) East  
Sherwood Terrace; (6) Wellington Dr.; (7) Lona Drive; (8) Barrington Dr.; (9) Argyle Dr.;  
(10) Glenmary Dr.; (11) Harrison St.; and (12) Harrison St.: (See attached copy of  
Improvement Resolution for limits).

by grading and paving the roadway to a width of XX  
XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a  
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-  
ment Resolution No. 5945-82 attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	Two dollars and eight cents per square yard	2.08
HAC #9 Binder	Nineteen dollars and fifty-five cents per ton	19.55
HAC #53 Base	Nineteen dollars and fifty-five cents per ton	19.55
HAC #11 Binder	Twenty dollars and twenty-nine cents per ton	20.29
HAC A-2 Surface	Twenty-five dollars and twenty-four cents per ton	25.24
HAC "B" Surface	Twenty-one dollars and fifty-three cents per ton	21.53
Joint & Crack Sealer	Three hundred and forty-six dollars and fifty cents per ton	346.50
C.B.'s - Adjust & Set to Grade	One hundred and twenty-eight dollars and seventy cents per each	128.70
M.H.'s - Adjust & Set to Grade	One hundred and twenty-eight dollars and seventy cents per each	128.70
Water Valves - Adjust & Set to Grade	Thirty-nine dollars and sixty cents per each	39.60
Curb Removal	Two dollars and ninety-seven cents per lineal foot	2.97

Continued....

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5945-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 15, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 8

day of Sept, 1982

ATTEST:

Edward L. Dehner  
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Anderson  
Betty L. Collins

ATTEST:

Seneca E. Kennedy  
Secretary and Clerk

Its Board of Public Works and Mayor.

R. Snouffer  
ASSOCIATE CITY ATTORNEY

Curb Type "IB"	Eight dollars and forty-two cents per lineal foot	8.42
Seeding, Mulch & Fertilizer	Two dollars and sixty cents per square yard	2.60
Grading & Ditching	One dollar and twenty-five cents per lineal foot	1.25
HAC (Inverted 6") Ditch Line & Banks	Nine dollars and no cents per lineal foot	9.00
#53 Crushed Stone	Five dollars and sixty-nine cents per ton	5.69
C.M.P. (Coated)	Nine dollars and sixty-five cents per lineal foot	9.65
Total	One hundred and fifty-two thousand, six hundred dollars and eighty-four cents	\$152,600.84

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5945 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve by resurfacing and restoring pavement as  
designated on the following streets to be known as:

- (1) Pontiac St. & Wayne Trace Elevation
- (2) Wayne Trace - From the east pavement line of Pontiac St. to  
the north pavement line of Oxford St.
- (3) Adams Street - From the south curb line of Pontiac St. to the  
south pavement line of McKee St.  
NOTE: Complete Removal - Replace with Deep Strength  
Asphalt.
- (4) McKee St. - From the west property line of Adams St. to the  
west pavement line of Wayne Trace.
- (5) East Sherwood Terrace - From the northeast property line of Glenmary Dr.  
to the west curb line of Wayne Trace.
- (6) Wellington Dr. - From the south property line of Village Court to the  
northeast property line of Dania Court.
- (7) Lona Drive - From the southeast property line of Charlton Court  
to the southeast property line of Norma Court.
- (8) Barrington Dr. - From the south curb line of Argyle Dr. to the north  
curb line of Lona Drive.
- (9) Argyle Dr. - From the southwest property line of Dania Ct. to the  
southeast property line of East Sherwood Terrace.
- (10) Glenmary Dr. - From the southwest property line of Charlton Ct. to  
the northwest property line of East Sherwood Terrace.
- (11) Harrison St. - From the south curb line of Rudisill Blvd. to the  
south property line of Lexington Blvd.
- (12) Harrison St. - From the north property line of South Cornell Circle  
to the south property line of Maple Grove Avenue.

with Hot Asphalt Binder (as per design mix formula)

with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department  
of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing here-  
under will be to the general public of the City of Fort Wayne and that no special  
benefits will accrue to any property owner adjoining said improvement or otherwise  
assessable under said improvement. The cost of said improvement shall be paid by  
the City of Fort Wayne, Indiana from monies appropriated from MVH and LRS Funds.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

ATTEST: \_\_\_\_\_ BOARD OF PUBLIC WORKS CITY OF FORT WAYNE, IN  
Secretary & Clerk

\_\_\_\_\_  
Stephen A. Bailey, Chairman

\_\_\_\_\_  
Robert Anderson-Staten, Member

\_\_\_\_\_  
Betty R. Collins, Member



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WAYNE ASPHALT & CONSTRUCTION CO., INC.  
as Principal, and the UNITED STATES FIDELITY & GUARANTY CO  
\_\_\_\_\_, a corporation organized under the laws of the  
State of MARYLAND, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND FIFTY-TWO  
THOUSAND, SIX HUNDRED DOLLARS AND EIGHTY-FOUR CENTS -----

(\$ 152,600.84-----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 8 day of Sept., 1982,  
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5945-82

To improve by resurfacing and restoring pavement on the following streets:  
(1) Pontiac St. & Wayne Trace Elevation; (2) Wayne Trace; (3) Adams St.; (4) McKee St.;  
(5) East Sherwood Terrace; (6) Wellington Dr.; (7) Lona Drive; (8) Barrington Dr.;  
(9) Argyle Dr.; (10) Glenmary Dr.; (11) Harrison St.; and (12) Harrison St.:

(See attached copy of Improvement Resolution for limits).

at a cost of \$ 152,600.84-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WAYNE ASPHALT & CONSTRUCTION CO., INC.  
(Contractor)

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

ATTEST:

Edward F. Dekner  
Sec.  
(Title)

UNITED STATES FIDELITY & GUARANTY  
Surety  
\*BY: John D. Dean  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

(Name of Contractor)

6600 ARDMORE AVENUE, FORT WAYNE, INDIANA 46809

(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and LIMITED SURETY FIDELITY & GUARANTY  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND FIFTY-TWO THOUSAND, SIX HUNDRED DOLLARS AND EIGHTY-FOUR CENTS

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 8 day of Sept, 1982, for the construction of:

Improvement Resolution No. 5945-82

To improve by resurfacing and restoring pavement on the following streets:

- (1) Pontiac St. & Wayne Trace. Elevation; (2) Wayne Trace; (3) Adams St.; (4) McKee St.; (5) East Sherwood Terrace; (6) Wellington Dr.; (7) Lona Drive; (8) Barrington Dr.; (9) Argyle Dr.; (10) Glenmary Dr.; (11) Harrison St.; and (12) Harrison St.:

(See attached copy of Improvement Resolution for limits).

at a cost of ONE HUNDRED AND FIFTY-TWO THOUSAND, SIX HUNDRED DOLLARS AND EIGHTY-FOUR CENTS

(\$152,600.84), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this 8 day of  
Sept, 1979.  
82

(SEAL)

ATTEST:

Edward L. Dehner  
(Principal) Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC.  
Principal

BY C. K. Stewart  
**C. K. STEWART, PRES.**  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

UNITED STATES FIDELITY & GUARANTY  
Surety  
BY Deane Green  
Attorney-in-Fact  
(Authorized Agent)

Deane Green  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

TITLE OF ORDINANCE Resolution 5945-82, Street Resurfacing & Restoring of Pavement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-82-11-11

SYNOPSIS OF ORDINANCE Resurfacing and restoring pavement on the following streets;

(1) Pontiac St. & Wayne Trace Elevation (2) Wayne Trace - from the e. pavement line of Pontiac St. to the n. pavement line of Oxford St. (3) Adams Street - from the s. curb line on Pontiac St. to the south pavement line of McKee St. (4) McKee St. - from the w. property line of Adams St. to the w. pavement line of Wayne Trace (5) E. Sherwood Terrace - for the n.e. property line of Glenmary Dr. to the w. curb line of Wayne Trace (6) Wellington Dr. - from the s. property line of Village Ct. to the n.e. property line of Dania Ct. (7) from the s.e. property line of Charlton Ct. to the s.e. property line of Norma Court. (8) from the south curb line of Argyle Dr. to the n. curb line of Lona Dr. (9) Argyle Dr. - from the s.w. property line of Dania Ct. to the s.e. property line of E. Sherwood Terrace (10) Glenmary Dr. - from the s.w. property line of Charlton Ct. to the n.w. property line of E. Sherwood Terrace (11) Harrison St. - from the s. curb line of Rudisill Blvd. to the s. property line of Lexington Blvd. (12) Harrison St. - from the n. property line of S. Cornell Circle to the south property line of Maple Grove Avenue. Contract awarded to Wayne Asphalt & Const. Co.

~~PRIOR APPROVAL OBTAINED AUG. 17, 1982~~

EFFECT OF PASSAGE Maintaining existing streets.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$152,600.84

ASSIGNED TO COMMITTEE